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UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In Re:	)	Case No. 08-07659-T7
	)	
SAMUEL E. SINGH	)	Adversary Proceeding
	)	No.: 08-90513
Debtor	)	
	)	CROSS CLAIM TO DETERMINE
	)	NONDISCHARGEABILITY
	)	OF DEBT
SAMUEL E. SINGH	)	
	)	
Cross-Claimant	)	
	)	
v.	)	
	)	
MARCUS FAMILY LAW CENTER, PLC.	)	
AND ETHAN MARCUS	)	
	)	
Cross-Defendants	)	
	)	

Cross-Claimant, Debtor, SAMUEL E. SINGH, (SINGH) brings this action against the above-named Cross-Defendants, MARCUS FAMILY LAW CENTER, PLC, (MFLC) and ETHAN MARCUS (MARCUS) as follows:

1. This is an action under the Truth in Lending Act, 15 USC section 1601, et. seq.
2. This Court has jurisdiction under 15 USC 1640 and 28 USC sections 1331 and 1337.
3. Venue in this Court is proper as all events in question took place here.

1 4. Cross-Claimant is an individual who resides at, 636 Costa Azul  
2 Street, Imperial, California.

3 5. MFLC and MARCUS operate a law office located at 732 State  
4 Street, El Centro, California.

5 6. MFLC and MARCUS at their insistence prepared an attorney  
6 retainer contract, attached as Exhibit A, to the adversarial  
7 proceeding filed by Cross-Defendants, which is incorporated by  
8 this reference.

9 7. Cross-Claimant was induced to sign the contract as a condition  
10 of retention for legal services.

11 8. Exhibit A provides for payment of interest at the rate of 1.5%  
12 per month.

13 9. Cross-Defendants did not furnish Cross-Claimant with any of  
14 the disclosures required by the Truth in Lending Act 15 USC  
15 section 1601 et. Seq., in connection with this transaction.

16 10. The purpose of Exhibit A is to bind Cross-Claimant into a  
17 binding contract without giving disclosure of the financing terms  
18 required by the Truth in Lending Act.

19 WHEREFORE, Cross-Claimant prays for the following relief:

20 a. Statutory damages;

21 b. Attorney's fees, litigation expenses, and costs, and;

22 c. For such and further relief as the Court deems just and  
23 proper.

24  
25 December 17, 2008

26 /s/ John F. Lenderman  
JOHN F. LENDERMAN  
Attorney for Debtor/Cross-Claimant

1 In Re: SAMUEL E. SINGH

2 **CERTIFICATE OF SERVICE**

3 I, the undersigned whose address appears below, certify:

4 That I am, and at all times hereinafter mentioned was, more  
5 than 18 years of age;

6 That on **December 17, 2008**, I served a true copy of the **CROSS**  
7 **CLAIM TO DETERMINE NONDISCHARGEABILITY OF DEBT**, by sealing and  
8 depositing in the United States mail at El Centro, California and  
9 with postage fully prepaid on envelope, containing the above-  
10 described copy, on:

11 **GREGORY A. AKERS**  
12 **Chapter 7 Trustee**  
13 **P. O. Box 26219**  
14 **San Diego, CA 92196**

15 **US TRUSTEE**  
16 **402 West Broadway, Suite 600**  
17 **San Diego, CA 92101-8511**

18 **ETHAN MARCUS**  
19 **MARCUS FAMILY LAW CENTER, PLC.**  
20 **732 State Street**  
21 **El Centro, CA 92243**

22 I certify under penalty of perjury, under the law of the  
23 State of California, that the foregoing statement is true and  
24 correct.

25 Executed on December 17, 2008

26 /s/ Lynn Mavila  
27 **LYNN MAVILA**  
28 **303 South 8<sup>th</sup> Street**  
**El Centro, CA 92243**